

EXHIBIT A

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.



This Insurance is effected with Certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London (such Underwriters being hereinafter called "Underwriters) whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent and in consideration of the premium specified herein, Underwriters (and their Executors and Administrators) do hereby bind themselves each for their own part, and not one for another.

The Insured is requested to read this Certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

The Correspondent issuing this Certificate is:



INTERNATIONAL
SPECIALTY INSURANCE, INC

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

This Declaration Page is attached to and forms part of Certificate Provisions (Form SLC-3 USA NMA2868)

Previous No. N/A

Authority Ref. No. HGBA15062

Certificate No. B1132HGBA15062712

1. Name and Address of the Assured:

Roc Nation Sports
 c/o Roc Nation Boxing LLC
 1411 Broadway, 38th Floor
 New York, NY 10018

2. Effective from December 23, 2015 **to** December 23, 2016
both days at 12:01 a.m. standard time.**3. Insurance is effective with certain** UNDERWRITERS AT LLOYD'S, LONDON
Percentage: 100%

<u>Amount</u>	<u>Coverage</u>	<u>Rate</u>	<u>Premium</u>	
\$6,300,000.00	Accident and Sickness	1.4000%	\$88,200.00	Premium
			\$200.00	Policy Fee
			\$3,175.20	Surplus Lines Tax
			\$158.76	Stamping Fee
			\$91,733.96	Total Due

5. Forms attached hereto and special conditions:

<input checked="" type="checkbox"/> SLC-3 (USA) NMA2868	<input checked="" type="checkbox"/> LSW1135B	<input checked="" type="checkbox"/> NMA 1998	<input type="checkbox"/> JHA 27/11/01
<input checked="" type="checkbox"/> LSW1210	<input type="checkbox"/> LSW1175	<input checked="" type="checkbox"/> Security List	
<input checked="" type="checkbox"/> LSW1001 (Insurance)	<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Sanctions Clause	

6. Service of Suit may be made upon:

Mendes & Mount
 750 Seventh Avenue
 New York, NY 10019
 U.S.A.

Foley & Lardner LLP (if California)
 555 California Street, Suite 1700
 San Francisco, CA 94104-1520
 U.S.A.

Locke Lord LLP (if Illinois)
 111 S Wacker Dr
 Chicago, IL 60606
 U.S.A.

7. In the event of a claim, please notify the following: International Specialty Insurance, Inc.
110 Oakwood Drive, Suite 420
Winston-Salem, NC 27103
800-849-0474

by



Correspondent

Dated December 21, 2015

Attaching to and forming a part of
 Policy No. B1132HGBA15062712
 Re: ROC NATION SPORTS

SCHEDULE

INSURED PERSON: ANDRE WARD
 (also referred to as "You" or "Your" or the "Insured")

OCCUPATION: Professional Boxer

OWNER & BENEFICIARY: ROC NATION SPORTS

ADDRESS OF OWNER: c/o Roc Nation Boxing LLC
 1411 Broadway, 38th Floor
 New York, NY 10018

POLICY #: B1132HGBA15062712

EFFECTIVE DATE OF COVERAGE: December 23, 2015

EXPIRATION DATE OF COVERAGE: December 23, 2016
 12:01 a.m. both days, Local Standard Time at the address of the Owner.

PREMIUM: \$88,200.00 base premium
 \$200.00 ISI policy fee
 \$3,175.20 (3.6%) NY surplus lines tax
 \$158.76 (1.8%) NY stamping fee
 Total Due: \$91,733.96 (each year for 1 year)

COVERAGE: 24 hour, Worldwide including training, practicing and
 playing of Occupation

A) Temporary Total Disability – Accident or Sickness

Monthly Benefit:	N/A
Elimination Period:	N/A
Maximum Benefit Period:	N/A
Recurrent Period:	N/A

B) Permanent Total Disability – Accident or Sickness

Lump Sum Benefit:	\$6,300,000.00
Elimination Period:	12 consecutive months of Total Disability
Rehabilitation Period:	90 days

**TOTAL AMOUNT OF
 ALL BENEFITS PAYABLE:** \$6,300,000.00

Insurer: Underwriter's at Lloyd's, London

THIS POLICY WILL ONLY INSURE AGAINST THE ABOVE DISABILITY BENEFITS THAT HAVE A
 BENEFIT AMOUNT AND ELIMINATION PERIOD INSERTED

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

UNDERWRITING REQUIREMENTS:

Application Form Dated: July 6, 2015
Medical Form Dated: N/A

CONDITIONS:

ISI wording as agreed by the Company
To follow the terms, conditions, limitations and
exclusions of the Policy form or as endorsed hereon.

**FORMS ATTACHED HERETO
AND SPECIAL CONDITIONS:**

- ☒ Privacy Policy Statement
- ☒ Service of Suit Clause (U.S.A.) – NMA 1998
- ☒ Nuclear/Radioactive Exclusion Clause – LSW 1210
- ☒ Security List
- ☒ Several Liability Notice – LSW 1001
- ☒ Sanctions Clause
- ☒ Endorsement(s)

SUBJECTIVITIES:

The Insured Person shall provide Us with a completed Application and Medical Report within 30 days of inception. Between inception and deadline cover is provided by Us on the terms and conditions specified within the Policy to which this condition is attached.

Failure to provide the information within 30 days may result in the Policy being cancelled back to inception and time on risk premium may be charged.

Coverage will exclude any claims arising from Injury(ies) and/or Sickness to any part of the body for which the Insured Person has been recommended and/or given any medical treatment by a qualified Physician during the eighteen (18) month period prior to the Effective Date of Coverage and which resulted in a period of Total Disability of not less than five consecutive days. This exclusion will apply during the underwriting/conditional coverage period.

These conditions and exclusions may be waived upon Our receipt and consent of:

1. Completed Application form
2. Medical Report
3. Any such additional information that We may require
4. Justification of sum insured.

We reserve the right based on medical information received to apply Exclusions where appropriate.

In the event the information provided is deemed unsatisfactory by Us, coverage may be cancelled and time on risk premium may be charged.

INFORMATION:

Date of Birth: February 23, 1984
Team: N/A

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

INSURING CLAUSE

Certain Underwriting members (called the "Company") whose definitive numbers and proportions are shown on the table attached to this Policy will pay the benefits described in this Policy, as applicable for:

- A. Temporary Total Disability; and/or
- B. Permanent Total Disability

subject to the terms, provisions, conditions, exclusions and exceptions on the SCHEDULE page and the following pages, all of which form part of this Policy.

SEQUENCE OF CONTENTS
Definitions
Insured Person's Period of Coverage
Benefits
Exclusions and Limitations
Uniform Provisions

DEFINITIONS

Accident or Accidental means a single sudden and unexpected event, which occurs during the Policy period at an identifiable time and place and which causes unexpected Bodily Injury at the time it occurs.

Act of Force or Violence, as used in the Exclusions provision, means an act against persons, organizations or property of any nature, where one or both of the following applies:

- A. the effect is to intimidate or coerce a government or civilian population, or any segment thereof, or to disrupt any segment of the economy; or
- B. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Age means the Insured Person's attained age on any Premium Due Date.

Bodily Injury/Injury means physical harm sustained by the Insured Person which is the direct cause of a covered Accident occurring while this Policy is in force, independent of disease or bodily infirmity or any other cause.

Company means the underwriting members whose definitive numbers and proportions are shown the table attached to this policy.

Coverage Period means the period from the Effective Date of Coverage to the Expiration Date of coverage as shown on the Insured Person's SCHEDULE.

Elimination Period means the consecutive days or months from the date the Insured Person sustains Injury or contracts Sickness as stated in the SCHEDULE, during which no benefits are payable.

Employment Contract means the written agreement between You and any professional team, association or Your employer.

Felony means any crime:

- A. which is defined as a felony by the laws of the jurisdiction where it occurred; and
- B. which results in an Insured Person's conviction of a felony.

Insured Person means the Insured Person named in the SCHEDULE.

DEFINITIONS

(continued)

Mental or Nervous Disorders means any mental or nervous condition diagnosed by a Physician according to the criteria in the current edition of Diagnostic and Statistical Manual of Mental Disorders, and limited to severe impairment of an Insured Person's mental, emotional or behavioral functioning on a daily basis, regardless of whether the cause is organic.

Occupation/Sport means the Occupation/Sport shown in the SCHEDULE.

Off Season means the period between the last day of any Regular Season and the first day of the following Regular Season.

Owner if other than the Insured Person means the person or entity who applied and paid for insurance with respect to the Insured Person.

Participate / Participation / participating in his / her Occupation means that the Insured Person:

1. is on the active roster of (a) the professional sports team as stated in the SCHEDULE for which the Insured Person is contractually obligated to play or (b) the collegiate sports team as stated in the SCHEDULE for which the Insured Person plays; and
2. is dressed, available and physically able to play for such team or individual sport as stated in the SCHEDULE.

Physician means a legally qualified physician or surgeon other than a physician or surgeon who is related to the Insured Person by blood or marriage.

Postseason means the officially scheduled championship competition games/races which are played by qualifying teams following the completion of the Regular Season.

Regular Season means the period from the first to the last day of any Regular Season during which the scheduled games/races of all league or association teams are to be played. "Regular Season" is deemed to include the period during which the Insured Person's team plays at the end of the Regular Season to break a tie and to determine which team will participate in the scheduled postseason playoffs.

Sickness or Disease means an Insured Person's sickness, disease, illness, malady or complication of pregnancy which manifests itself during the Coverage Period and is diagnosed by a Physician, except infection which results from an Accidental Injury or accidental, involuntary or unintentional ingestion of a contaminated substance.

Total Disability or Totally Disabled means that solely and directly as a result of Injury or Sickness the Insured Person is certified by a Physician as being wholly and continuously unable to Participate in the Occupation stated in the SCHEDULE.

We, Our, or Us means the Company.

Written Request means any form provided by Us for the particular request.

You or Your means the Insured Person named in the SCHEDULE.

INSURED PERSON'S PERIOD OF COVERAGE

Effective Date: You will become covered under the Policy on the Effective Date shown on Your SCHEDULE subject to:

- A. Payment of the required premium within the set time frame defined in Individual Grace period; and
- B. Satisfactory evidence of insurability.

Request for Change in Coverage: If the Owner gives Us a Written Request for a change in coverage for which You are eligible and pay the required premium, the change will become effective on the later of:

- A. the date We receive the request; or
- B. the date We determine that You are insurable based upon evidence of insurability

Termination: Your coverage terminates when one of the following occurs:

- A. the date the policy is cancelled; or
- B. the date the Grace Period ends, if any required premium payment is not made;
- C. the date Your occupation changes from the Occupation as stated in the SCHEDULE (see Uniform Provision #7); or
- D. the expiration date shown in Your SCHEDULE.

In the event of A. or C. above, the Company will refund any unearned premium on a weighted pro- rate cancellation basis. In no event will a refund be paid for more than one (1) year prior to the date the Company receives notice of a change in the Insured Person's Occupation.

Termination will be without prejudice to any claim which began prior to the effective date of the termination. We will not extend coverage beyond a date for which premium has not been paid.

Individual Grace Period: A Grace Period of thirty-one (31) days will be allowed from the Policy inception for payment of the premium due. Coverage under the Policy will cease as of the end of the Grace Period if payment is not received by the Company or its representative on or before such date.

BENEFITS

A. TEMPORARY TOTAL DISABILITY (T.T.D.):

Temporary Total Disability Monthly Benefit means that the monthly benefit amount which becomes payable in the event of the Insured Person's Total Disability. The **T.T.D.** monthly benefit is shown in the SCHEDULE.

Temporary Total Disability Elimination Period means the number of consecutive days of Total Disability for which no **T.T.D.** monthly benefit is payable. The **T.T.D.** Elimination Period is shown in the SCHEDULE.

Temporary Total Disability Maximum Benefit Period means the maximum number of months of **T.T.D.** monthly benefit which will be paid for any one period of Total Disability. The **T.T.D.** Maximum Benefit Period is shown in the SCHEDULE.

TEMPORARY TOTAL DISABILITY BENEFIT

If the Insured Person becomes unable to Participate in the Occupation stated in the SCHEDULE because of Total Disability, the Company will pay the T.T.D. monthly benefit. Benefits will:

1. start after the T.T.D. Elimination Period; and
2. continue so long as the Insured Person's Total Disability continues; but not more than the **T.T.D.** Maximum Benefit Period.

Temporary Total Disability means that:

1. the Insured Person becomes Totally Disabled and such Total Disability has continued without interruption for the entire **T.T.D.** Elimination Period; and
2. at the end of the **T.T.D.** Elimination Period, the Insured Person's Total Disability is medically determined to render him unable to Participate in the Occupation stated in the SCHEDULE.

Benefits shall be payable only for the period that the Insured Person is under the regular care of a licensed Physician. If in the opinion of the Physician proving Your regular care that the future or continued treatment would be of no benefit to You, regular care shall not be required.

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

B. PERMANENT TOTAL DISABILITY (P.T.D.):

Permanent Total Disability Lump Sum Benefit means the lump sum benefit amount which becomes payable in the event of the Insured Person's Permanent Total Disability. The **P.T.D.** Lump Sum Benefit is shown in the SCHEDULE.

We will pay the Permanent Total Disability Lump Sum Benefit Amount stated in the SCHEDULE if the Insured Person:

1. has a Total Disability which begins within 12 months of the Accident or first manifestation of any Sickness or Disease, and continues without interruption for the Elimination Period; and
2. has satisfied the Elimination Period; and
3. is under the regular care of a Physician throughout the duration of the Total Disability; and
4. is living on the date the Permanent Total Disability Benefit Amount becomes payable; and
5. has a Total Disability of continuous and indefinite duration that prevents the Insured Person from ever again Participating in his or her Occupation.

The Permanent Total Disability Lump Sum Benefit Amount shall become payable when all the requirements set forth in Items 1, 2, 3, 4 and 5 are met. If in the opinion of the Physician proving Your regular care that the future or continued treatment would be of no benefit to You, regular care shall not be required.

The Benefit Amount and Elimination Period for Permanent Total Disability and Occupation are shown in the SCHEDULE.

EXCLUSIONS AND LIMITATIONS

Exclusions: This Policy does not cover:

1. Intentionally self-inflicted Injury, suicide or attempted suicide, whether attempted or inflicted while sane or insane;
2. Injury, Sickness or Disease, and any resulting Total Disability or other disability, arising out of war or act of war, whether declared or not. Declared or undeclared War does not include acts of terrorism. "War" is used to mean:
 - A. hostilities following a declaration of War by a governmental authority;
 - B. if there is no declaration of War, then armed, open and continuous hostilities between two countries.
3. Injury, Sickness or Disease, and any resulting Total Disability or other disability, arising out of an Act of Force or Violence, as defined, which involves the use, release or escape of pathogenic or poisonous biological or chemical materials or of nuclear materials, or which involves, directly or indirectly, nuclear reaction or radiation or radioactive contamination.
4. Any Injury sustained while riding on, boarding or alighting from, any aircraft:
 - A. as a pilot, crew member or student pilot;
 - B. being used for stunt flying, racing or endurance tests, fire fighting, exploration
*This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency;
5. Injury, Sickness or Disease, and any resulting Total Disability or other disability, sustained by an Insured Person during or as a result of the commission or attempted commission of a felonious act, as defined by the laws of the jurisdiction where the crime takes place, which results in a conviction of the Insured Person.
6. Injury, Sickness or Disease, and any resulting Total Disability or other disability, arising out of full-time active duty as a member of the Armed Forces of any country or international authority.
7. The Insured Person
 - A. being under the influence of any drugs, narcotics or alcohol that is not lawfully available, unless prescribed for the Insured Person by a Physician;
 - B. using any drugs, narcotics in violation of the rules and regulations of the governing body of the sport in which the Insured Person plays; or
 - C. using any performance enhancing anabolic steroids, stimulants and corticosteroids, unless prescribed for the Insured Person by a Physician.
8. Injury, Sickness or Disease, and any resulting Total Disability or other disability, arising out of any activity or condition specifically excluded by name on an Endorsement or Specific Activity Rider forming a part of the Insured Person's Policy;
9. An Insured Person's Mental or Nervous Disorder(s).
10. Injury, Sickness or Disease, and any resulting Total Disability or other disability, arising out of an Insured Person's:
 - A. participation in or practicing any other sport for pay as a member of a professional team or professional association other than the Insured Person's Occupation; and
 - B. any activity specifically prohibited under the terms and conditions of the Insured Person's Employment Contract;

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

EXCLUSIONS AND LIMITATIONS

(continued)

11. Any amount exceeding the Total Amount of all Benefits Payable to Each Insured Person as stated in the SCHEDULE.
12. Osteoarthritis, cumulative injury or any other degenerative process of the joints, bones, tendons or ligaments.
13. Normal Pregnancy or childbirth.
14. Death of the Insured Person.

UNIFORM PROVISIONS

CONDITIONS PRECEDENT TO RECOVERY. The conditions and provisions set forth herein are conditions precedent to the obligation of the Company to pay any benefits hereunder.

1. **NOTICE OF CLAIM.** Written notice of claim must be given within thirty (30) days after commencement of Total Disability or as soon thereafter as is reasonably possible. The notice must be given to the Company's authorized representative, as stated, in the SCHEDULE. Notice should include the Insured Person's name and the Policy number.
2. **CLAIM FORMS.** When the Company or its authorized representative as stated in the SCHEDULE receives the Notice of Claim, it will send the Owner forms for filing Proof of Disability. If these forms are not given by the Company or its authorized representative as stated in the SCHEDULE to the Owner within twenty (20) days, the Owner will meet the Proof of Disability requirement by submitting to the Company a written statement of the nature and extent of the Accidental Bodily Injury or Sickness or Disease providing all the information as required and within the time period set forth in the Proof of Disability provision in this Policy.
3. **PROOF OF DISABILITY.** Written Proof of Disability must be submitted by the Owner to the Company's authorized representative as stated in the SCHEDULE within ninety (90) days after commencement of Total Disablement. If it is not reasonably possible to give written Proof of Disability and the completed certification in the time required, the Company will not reduce or deny the claim for this reason if the proof and certification are filed as soon thereafter as reasonably possible. In any event, the proof and certification required must be given no later than one (1) year from the date of commencement of Permanent Total Disability unless the Owner or Insured Person was legally incapacitated.

The Proof of Disability, should be on a form supplied by the Company and shall provide at a minimum the following information:

- A. Details of the nature and extent of the Accidental Bodily Injury or Sickness; and
- B. The date of commencement of the Insured Person's Total Disablement; and
- C. The name and address of all treating Physician(s) and hospital(s) and an authorization allowing the Company to obtain all records the Company deem necessary to evaluate the claim. This information need only be submitted with the initial Incident Report Form unless a new Physician or hospital has treated the Insured Person since the previous submission; and

The Owner or Insured Person shall notify the Company of any change in treating Physician(s) or hospital(s), and shall provide appropriate authorizations allowing the Company and its authorized representative to obtain records from such Physician(s) or hospital(s).

4. **CERTIFICATION OF PERMANENT TOTAL DISABILITY.** Permanent Total Disability must be certified by a Physician, other than the Insured Person or a member of the Insured Person's immediate family, appointed by the Owner. The Company may also appoint a Physician to examine the insured person. If the two Physicians cannot arrive at an agreement, a third Physician will be chosen by the first two Physicians. If the two Physicians fail to agree in the selection of a third Physician within thirty (30) days of their appointment, each of them shall name two of whom the other shall decline one, and the decision shall be made by drawing lots. The majority decision of the three Physicians will be binding.
5. **COOPERATION.** The Insured Person and the Owner shall provide, assist, and cooperate with the Company and its authorized representative as stated in the SCHEDULE in the investigation of the incident or claim. In no event shall the Company be liable to pay any benefits hereunder unless the Insured Person and the Owner cooperate with the Company and its authorized representative.

UNIFORM PROVISIONS

(continued)

The Owner and Insured Person shall furnish to the Company or its authorized representative as stated in the SCHEDULE all information which the Company may reasonably require with regard to matters pertaining to this Policy. All documents, books, records, medical information and any other information inspection and audit by the Company or authorized representative as stated in the SCHEDULE at all reasonable times during the term of this Policy and within one (1) year of its final termination or until the resolution of all claims hereunder, whichever is later.

In no event shall the Company be liable to pay any benefits hereunder unless the Owner and the Insured Person cooperate with the Company and its authorized representative.

6. **PHYSICAL EXAMINATION.** After initial notice or submission of a claim form, any Physician appointed by the Company shall be allowed, so often as may be reasonably necessary, to conduct an examination of the Insured Person. Any such examination shall be at the Company's expense.
7. **CHANGE OF OCCUPATION.** If the Insured Person changes his or her Occupation or duties other than what is stated in the SCHEDULE, the Company must be notified in writing prior to such change at its administrative office as specified in the SCHEDULE. The Company will then either:
 - A. increase or reduce the premium in accordance with the benefit amount and occupational risk; or
 - B. end coverage.
8. **ASSIGNMENT.** An assignment of this Policy will not be binding until the Company has received, approved and has recorded a written instrument to that effect. The Company is not responsible for the validity and sufficiency of an assignment.
9. **FRAUD, MISSTATEMENT OR CONCEALMENT.** Any fraud, misstatement or concealment, either in the statement of proposal made by or on behalf of the Insured Person prior to or when effecting this Insurance, or any fraudulent claim made hereunder, shall render this Insurance null and void, and all claims hereunder shall be forfeited.
10. **MISSTATEMENT OF AGE.** If the Age of the Insured Person has been misstated, all amounts payable under this Policy will be such as the premium paid would have purchased at the correct Age.
11. **PAYMENT OF PREMIUM.** Premiums are payable in advance and in no case will payment of any premium continue the Policy in force beyond the next premium due date, except as provided by the Grace Period. Failure to pay a premium by the due date or within the Grace Period is a default in payment of premium. A default of premium payment will terminate this Policy and all coverage shall cease hereunder from the date of such termination.
12. **TIME LIMIT ON CERTAIN DEFENSES.** After two (2) years from the Effective Date of this Policy, only fraudulent misstatements made in the application may be used to void this Policy or deny any claim for Accidental Bodily Injury or Sickness or Disease commencing after the expiration of such two (2) year period.
13. **ENTIRE CONTRACT CHANGES.** This Policy, including the applications, riders, endorsements and any attached papers, constitutes the entire contract between the Owner and the Company. Only an authorized officer of the Company can authorize a change or waive any provisions in this Policy. The approval must be noted on or attached to this Policy. No agent has the authority to change this Policy or to waive any of its conditions.

UNIFORM PROVISIONS

(continued)

14. **CONFORMITY WITH STATE LAW.** Any provision of this Policy which, on its Effective Date, is in conflict with the laws of the state in which the Policy was issued, is amended to conform to the minimum requirements of such laws.
15. **REFUND OF BENEFITS (P.T.D. ONLY).** In the event the Company pays a claim under this Policy and the Insured Person subsequently recovers sufficiently to resume the Occupation as stated in the SCHEDULE, all benefits paid hereunder by the Company shall be immediately repaid to the Company by the recipient of such benefits.
16. **TIME OF PAYMENT OF CLAIM.** All benefits payable under this Policy for any Accidental Bodily Injury or Sickness will be paid after the expiration of the Elimination Period as stated in the SCHEDULE and upon receipt by the Company or its authorized representative of satisfactory written Proof of Disability, and after the Company has completed an investigation of such incidents or claim.
17. **PAYMENT OF CLAIMS.** The Company will pay the Owner of this Policy any benefits due unless a Beneficiary other than the Owner has been properly designated to receive such proceeds.
18. **LEGAL ACTION.** No legal action may be brought to recover on this Policy within sixty (60) days after the expiration of the Rehabilitation Period as stated in the SCHEDULE and the written proof of Disability has been given as required by this Policy. No such action may be brought after three (3) years from the time the written proof of Disability is required to be given.
19. **CHANGE OF BENEFICIARY.** The Owner of this Policy may change the beneficiary at any time by sending a written notice to the Company at its administrative offices, as specified in the SCHEDULE. The Beneficiary's consent is not required for this or any other change in this Policy, unless the designated Beneficiary is the Insured Person. The change will take effect on the date the request is signed or on the date the Company receives it, whichever is the later.
20. **SUBROGRATION.** The Company will be subrogated to any rights the Owner may have against any third party whose acts or omissions result in a Total Disability for which benefits are paid under this policy. The Company may, at its option, commence legal action against such third party to recover any payments made under the Policy.
21. **REIMBURSEMENT.** The Company has the right to be reimbursed for any benefits paid or required to be paid under the policy in the event the Owner recovers payment from any third party whose acts or omissions result in a Total Disability. If the Owner recovers payment from a third party in connection with any judgment, settlement, arbitration award or other form or recovery or monetary award, the Owner must reimburse the Company the lesser of (a) the amount of payment made or required to be made by the Company; or (b) the amount recovered from the third party less any reasonable legal fees associated with the recovery.

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us; such as, name, address, and payment history.
- Information about your transactions with our affiliates or other third-parties; such as, balances and payment history.
- Information we receive from a consumer-reporting agency; such as, credit-worthiness or credit history.

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

LSW1135B

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon –

Mendes & Mount

750 Seventh Avenue
New York, NY 10019
U.S.A.

Foley & Lardner LLP (if California)

555 California Street, Suite 1700
San Francisco, CA 94104-1520
U.S.A.

Locke Lord LLP (if Illinois)

111 South Wacker Drive
Chicago, Illinois 60606
U.S.A.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Assured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NMA 1998

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

NUCLEAR/RADIOACTIVE EXCLUSION CLAUSE

This insurance does not cover claims in any way caused or contributed to by:
Nuclear reaction, nuclear radiation or radioactive contamination

LSW1210

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

SECURITY LIST

POLICY NUMBER: B1132HGBA15062712

Lloyd's Underwriters

=====

45.455%	Lloyd's Syndicate 382
12.121%	Lloyd's Syndicate 1967
12.121%	Lloyd's Syndicate 780
9.091%	Lloyd's Syndicate 3623
6.061%	Lloyd's Syndicate 2007
6.061%	Lloyd's Syndicate 1225
6.061%	Lloyd's Syndicate 2468
3.029%	Lloyd's Syndicate 5678

C/o. Lloyd's of London
1 Lime Street
London
EC3M 7HA

=====

100.00%

=====

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (INSURANCE)

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

Attaching to and forming a part of
Policy No. B1132HGBA15062712
Re: ROC NATION SPORTS

POLICY MODIFICATIONS

ENDORSEMENT NO. 01

Name of Insured Person: ANDRE WARD

Policy Modifications: The Policy is amended by the addition of the following:

Recurrent Disability Period and Rehabilitation Period shall be:

If, following Total Disability, the Insured Person Participates in his or her Occupation for ninety (90) days or more, any Total Disability beginning thereafter will constitute a separate and distinct Total Disability, subject to all the provisions of this Policy

If the Insured Person Participates in his or her Occupation for less than ninety (90) days, any subsequent Total Disability arising out of the same Injury, Sickness or Disease will be deemed a part of the prior Total Disability solely for purposes of determining the Elimination Period.

A separate Elimination Period shall be required if the subsequent disability results from an Injury, Sickness or Disease that is unrelated to the Injury, Sickness or Disease resulting in the prior Total Disability.

Additional Premium: N/A
Return Premium: N/A
Date of Issue: December 21, 2015

ENDORSEMENT: This endorsement forms a part of Policy No. B1132HGBA15062712 and is effective December 23, 2015. This endorsement does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for International Specialty Insurance, Inc.



Authorized Representative



This form can be completed in Adobe Acrobat

SPORTS AND ENTERTAINMENT DIVISION

Professional Athletes Renewal Proposal Form

- 1) Proposed Insured: FIRST Andre MIDDLE Michael LAST WARD
- 2) Team: N/A Boxer - professional
- 3) Have there been any changes to any of the information contained in your original application dated 3/5/2015? ☒ YES ☐ NO
- 4) Have you consulted or been treated by a licensed physician, psychotherapist, psychologist, or other health care provider in the last 12 months, or from inception date of your current expiry coverage, whichever is longer? ☒ YES ☐ NO
- 5) If "YES", what was the date(s) of such: 6-25-15
- 6) Please describe the ailment: REDACTED
- 7) How many consecutive games were missed as a result of this ailment? 4-6 week recovery

- 8) Have you any reason to think that you may need to undergo a surgical operation in the future? ☐ YES ☒ NO
- If "YES, please provide full details: _____

- 9) Are you presently applying for, have in force, or are applying to reinstate any disability insurance other than this application? (If YES, please list below) ☒ YES ☐ NO

Insurer	Date of Issue	Monthly Benefit	Lump Sum Benefit
<u>Petersen Intl</u>	<u>3-2015</u>	<u>N/A</u>	<u>2,500,000</u>

I hereby warrant that the answers given are complete, true and have been correctly recorded and I have not withheld any information which is calculated to influence the decision of the Underwriters.

Providing the answer to 4 above is, "NO", then Underwriters will not require a medical report.
This Renewal Form will form part of the original Proposal and Contract.

The Underwriters do not bind themselves to accept renewal and reserve the right to impose specific exclusions as a result of information disclosed herein.

The insurance applied for will not take effect unless the health of the Proposed Insured remains as stated in the Application on the inception date of the policy.

Authorization to obtain information:

To all physicians; medical professionals; hospitals; clinics; other health care providers; insurers; employers; Medical Information Bureau (MIB); consumer reporting agencies; other insurance support organizations; and other persons who have information about the Proposed Insured:

I authorize you to give the Company, its reinsurers, its agencies (a) all the information you have as to illness, injury, medical history, diagnosis, treatment, and prognosis with respect to any physical or mental condition of the proposed insured; and (b) any Non-medical information, including an investigative consumer report, which the company believes it needs to perform the business functions described below.

The information obtained will be used to determine if the Proposed Insured is eligible for (a) the insurance requested; or (b) benefits under a policy which is in force. It will also be used for any other business purposes which relates to the insurance requested or the policy which is in force.

The form will be valid for 30 months. I know that I may request a copy of it. I agree that a photocopy is as valid as the original.

Signature of Applicant/Proposer: _____

Date: 7.6.15

PETERSEN INTERNATIONAL UNDERWRITERS

Lloyd's Correspondent

23929 Valencia Boulevard Suite 215 Valencia California 91355
Telephone (800) 345-8816 (661) 254-0006 Facsimile (661) 254-0604

LLOYD'S

One Lime Street London EC3M 7HA